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San Diego, CA 92121

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Attorneys for Debtor,
MICHAEL RUFFNER

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION

In Re:

MICHAEL RUFFNER

Trojan Capital Investments, LLC

Movant,

v.

Michael Ruffner, Debtor,

Respondents.

In Proceedings Under Chapter 7

Case No.: 8:17-bk-14421-ES

**DECLARATION OF DEBTOR MICHAEL
RUFFNER IN SUPPORT OF DEBTOR'S
OPPOSITION TO MOVANT'S MOTION
FOR RELIEF FROM AUTOMATIC STAY**

Date: 2/1/2018

Time: 10:00 a.m.

Ctrm/Floor: 5A

Judge: Hon. Erithe A. Smith

I, Michael Ruffner, declare as follows:

1. I am the Debtor in the above-entitled proceedings and, as such, I have knowledge of the matters contained herein and they are true and correct of my own personal knowledge, except for those matters stated upon information and belief; as to those matters, I believe them to be true and correct and believe my information is from a reliable source. If called and sworn as a witness, I could and would testify competently thereto.

2. The relevant transaction took place over ten (10) years ago. In 2007, National City Bank Home Loan Servicing ("National City") reached out to me and negotiated a payoff amount of \$95,000.00 on the second mortgage of my home located at 4829 Camino Costado, San Clemente, CA 92673 ("Subject Property"). I spoke to a female (I do not recall her name) and had several

1 conversations with her as we were negotiating the pay-off amount. It was this female employee
2 who assured me that the \$95,000.00 would be accepted as full payment on the Note.

3 3. I paid National City \$95,000.00 via Cashier's Check Number 512995028 in reliance
4 on the statement by the female representative of National City that it would be accepted as full
5 payment on the second mortgage Note on my home. A true and correct copy of the Cashier's
6 Check for \$95,000.00 is attached as **Exhibit "A"**.

7 4. I received a letter from National City confirming closure of the second mortgage
8 account and stating that a request to release the lien has been sent to the county recorder where my
9 home is located. A true and correct copy of the letter dated October 16, 2017 is attached as **Exhibit**
10 **"B"**.

11 4. I received a 2007 Mortgage Interest Statement - Form 1098 Substitute showing a
12 zero balance in regards to the second mortgage. A true and correct copy of the 2007 Mortgage
13 Interest Statement - Form 1098 Substitute is attached as **Exhibit "C"**.

14 5. In or around early 2016, I start receiving notices that I owed payments on my second
15 mortgage from Trinity Financial ("Trinity"). I am informed and believe that Trinity is an affiliate
16 of Trojan Capital Investments, LLC. At no point did Trinity demonstrate to me that they had
17 acquired the second from National City.

18 6. I called Trinity and told them that I had paid off the second mortgage back in 2007
19 and requested that they take me off their list.

20 7. I also wrote a letter to Trinity refuting their claim and requesting documentation to
21 support their claim. They sent me the original note from the county website and then they
22 disappeared.

23 8. In or around early 2017, I started receiving notices from Trojan Capital Investments,
24 LLC ("Trojan"). They claimed that they had purchased the second mortgage on my home from
25 Trinity.

26 9. I proceeded to write a letter to Trojan and its owners and management, and copied
27 the Attorney Generals' and District Attorneys' offices in Missouri and California, highlighting the
28

1 fraudulent practices of Trojan/Trinity. A true and correct copy of the letter is attached as **Exhibit**
2 **"D"**.

3 10. I also discovered a video series on YouTube from the owner of Trojan and Trinity
4 who was conducting seminars on how to make money buying falsified or paid off second
5 mortgages and scaring people into making payments on the notes or pushing for foreclosure; with
6 the intent to sell these falsified seconds to an unknowing bidder, in effect defrauding both
7 homeowners and otherwise innocent buyers. Furthermore, the State of Washington issued a
8 Temporary Order to Cease and Desist against Trinity Financial Services, LLC and Don Allen
9 Madden III (Founder/President of Trinity Financial Services, LLC and CEO of Trojan Capital
10 Investments, LLC who passed away in May 14, 2017). Clearly, Trojan Capital Investments was
11 established as a way for Trinity to continue to engage in unfair and deceptive practices in the
12 servicing of residential mortgage loans. A true and correct copy of the Temporary Order to Cease
13 and Desist dated December 30, 2016 is attached as **Exhibit "E"**.

14 11. On February 23, 2017, I received a letter from Trojan Capital Investments claiming
15 that I owe \$309,286.84 on the second mortgage note that I paid in full in 2007. A true and correct
16 copy of the February 23, 2017 letter is attached as **Exhibit "F"**. In or around April of 2017, I
17 received a Notice of Default claiming that I owe \$36,473.60. A true and correct copy of the Notice
18 of Default is attached as **Exhibit "G"**. Trojan has all the amounts mixed up and how these
19 amounts were calculated is a complete mystery. In fact, it was not until I was served with the
20 Motion for Relief from Stay that I came across the Assignment of Deed of Trust and a Corporate
21 Assignment of Deed of Trust both recorded in Missouri. (*Exhibit 1 to Movant's Motion for Relief*
22 *From The Automatic Stay*). Both those documents look altered and are clearly falsified since I paid
23 off the Note in full in 2007.

24 12. I paid off the second mortgage on my home in 2007. Now, a decade later, I am
25 being targeted by a fraudulent real estate scheme orchestrated by Trinity and Trojan to steal my
26 home. I pray that the Court deny the Motion for Relief From Automatic Stay as Trojan's claims are
27 based upon a falsified claim on the second, that was paid off over ten (10) years ago.

1 I declare under penalty of perjury under the laws of the State of California, and the
2 United States of America, that the foregoing facts are all true and correct, and that this
3 Declaration was executed by me on January 18, 2018, in the County of San Diego, California.
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5 MICHAEL RUFFNER
6 Debtor
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EXHIBIT "A"

Bank of America. 

Cashier's Check

No. **512995028**

Date

VOID AFTER 90 DAYS
SEPTEMBER 11, 2018

11-35/1210

Banking
Center

VOID AFTER 90 DAYS

Remitter (Purchased By)

***5000.00**

\$

Pay

To
The
Order
Of

NON-NEGOTIABLE

Authorized Signature

Bank of America, N.A.
San Francisco, CA

Purchaser Signature

PURCHASER COPY

1597085076

RETAIN FOR YOUR RECORDS

Notice: This copy is your receipt and you should save it. If your check is lost, stolen or destroyed before the void date, you may be required to sign an indemnity agreement before we will provide a refund or replacement. No fee may be placed at any time after purchase. However, you will not be entitled to a refund until after 90 days from the purchase date provided that we are not otherwise required to pay the item or hold the funds. To obtain information regarding this check or to report a loss, contact Bank of America, N.A. San Francisco, California 888.217.4018.

EXHIBIT "B"

National City

Loan Servicing Center
1900 East 9th St.
Cleveland, OH 44114-3484

October 16, 2007

MICHAEL RUFFNER
4829 CAMINO COSTADO
SAN CLEMENTE, CA 92673-3634

RE: Home Equity Account #5039156340001.

Dear MICHAEL RUFFNER

We are writing today to confirm closure of your above-referenced account.

- Since this account was secured by a lien on your home, a request to release this lien has been sent to the county recorder in which the collateral is located. After it is recorded, the release documents will be sent to you for your records.

In order to prevent insurance problems in the future, please instruct your insurance agent to remove National City Bank as the Loss Payee or Assignee on your policy.

If you have moved, we need your updated address information for income tax reporting of your 1098 – Mortgage Interest Statement. Please call us at the number below.

Using your home's equity can be one of the most intelligent ways to manage your on-going financial needs. You chose wisely when you established your National City Home Equity Account – it is the tax smart* way to fund major purchases and expenses.

We hope you will consider National City Bank for your future financial needs.

We appreciate the opportunity to help you manage your home asset. With National City Bank, you will benefit from the safety and security of one of the nation's most experienced financial institutions – with more than 150 years of helping customers succeed through each stage of their life.

If you have any questions or need additional information, please call us at 1-888-344-6676, Monday through Friday 7 a.m. to 9 p.m. ET or Saturday 9 a.m. to 6 p.m. ET.

Sincerely,

Paid Loans Department

*Consult your tax advisor.

111PL15

EXHIBIT "C"

☒ CORRECTED (if checked)

2007 MORTGAGE INTEREST STATEMENT - FORM 1098 SUBSTITUTE

OMB No. 1545-0901

RECIPIENT'S/LENDER'S name, address, and telephone number

NATIONAL CITY BANK HOME LOAN SERVICING
1900 EAST 9TH STREET
CLEVELAND, OHIO 44114-3484
Phone No. 1 - 888 - 344 - 6676

Recipient's Tax ID No. 34- 1111088
Loan type RES

PAYER'S/BORROWER'S name, address, and ZIP code

053734/017912A
MICHAEL J RUFFNER
4829 CAMINO COSTADO
SAN CLEMENTE CA 92673

PROPERTY ADDRESS:
4829 CAMINO COSTADO
SAN CLEMENTE CA 92673

1 Mortgage interest received from payer(s)/borrower(s)*	\$12,276.57
2 Points paid on purchase of principal residence (See Box 2 on back.)	\$0.00
3 Refund of overpaid interest (See Box 3 on back.)	\$0.00
4 Mortgage insurance premiums	\$0.00
5 Real estate taxes paid	\$0.00
Account No. (See Instructions)	5039156340001
Payer's SSN	564 - 61 - 5931
Principal Reconciliation	
Principal Applied	172,385.00
Ending Balance	0.00
Ending Balance	0.86
Late Charges Paid	409.41

Caution: The amount shown may not be fully deductible by you. Limits based on the loan amount and the cost and value of the secured property may apply. Also, you may only deduct interest to the extent it was incurred by you, actually paid by you, and not reimbursed by another person.

Copy B

For Payer

The information in boxes 1, 2, 3, 4 and 5 is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if the IRS determines that an underpayment of tax results because you overstated a deduction for this mortgage interest or for these points or because you did not report the refund of interest on your return.

KEEP THIS STATEMENT FOR YOUR INCOME TAX RECORDS

Instructions for Payer/Borrower

Whats new. See the instructions for box 4 for an additional interest deduction which may be available to you.

A person (including a financial institution, a governmental unit, and a cooperative housing corporation) who is engaged in a trade or business and, in the course of such trade or business, received from you at least \$600 of mortgage interest (including certain points) on any one mortgage in the calendar year must furnish this statement to you.

If you received this statement as the payor of record on a mortgage on which there are other borrowers, furnish each of the other borrowers with information about the proper distribution of amounts reported on this form. Each borrower is entitled to deduct only the amount he or she paid and points paid by the seller that represent his or her share of the amount allowable as a deduction. Each borrower may have to include in income a share of any amount reported in box 3.

If your mortgage payments were subsidized by a government agency, you may not be able to deduct the amount of the subsidy. See the instructions for Form 1040, Schedule A, C or E for how to report the mortgage interest. Also, for more information, see Pub. 936, Home Mortgage Interest Deduction, and Pub. 535, Business Expenses.

Account number. May show an account or other unique number the lender has assigned to distinguish your account.

Box 1. Shows the mortgage interest received during the year. This amount includes interest on any obligation secured by real property, including a home equity, line of credit, or credit card loan. This amount does not include points, government subsidy payments, or seller payments on a "buy-down" mortgage. Such amounts are deductible by you only in certain circumstances. **Caution:** If you prepaid interest in 2007 that accrued in full by January 15, 2008, this prepaid interest may be included in box 1. However, you cannot deduct the prepaid amount in 2007 even though it may be included in box 1. If you hold a mortgage credit certificate and can claim the mortgage interest credit, see Form 8396, Mortgage Interest Credit. If the interest was paid on a mortgage, home equity, line of credit, or credit card loan secured by your personal residence, you may be subject to a deduction limitation.

Box 2. Not all points are reportable to you. Box 2 shows points you or the lender paid this year for the purchase of your principal residence that are required to be reported to you. Generally, these points are fully deductible in the year paid, but subtract seller-paid points from the basis of your residence. Other points are not deductible. See Pub. 936 or Schedule A (Form 1040) instructions.

Box 3. Do not deduct this amount. It is a refund (or credit) for overpaid interest you made in a prior year or years. If you itemized deductions in a prior year, you may have to include part or all of the box 3 amount on the "Other income" line of your 2007 Form 1040. No adjustment to your prior year's return(s) is necessary. For more information, see Pub. 936 and "Recovery of Taxable and Nontaxable Income."

Box 4. Shows mortgage insurance premiums which may qualify to be deducted as mortgage interest. See the Sch. A (Form 1040) instructions.

Box 5. The interest recipient may use this box to give you other information, such as the address of the property that secures the debt, real estate taxes, or the name of the escrow agent.

If your home is located in California, additional accounting information may be requested by the mortgage lender, trustor, or vendee pursuant to California Civil Code Section 2954. In addition, if you have Private Mortgage Insurance (PMI) on your loan, you may be able to cancel the PMI coverage based upon various factors, including appreciation of the value of the property derived from a current appraisal performed by an independent appraiser selected by the lender or servicer, and paid for by the borrower. Please contact us at the phone number listed on the back of this statement or write to us at the address listed on the back of this statement for additional information concerning your cancellation rights, if any. This notice satisfies the requirements of California Civil Code Section 2954.6.

EXHIBIT "D"

Michael Ruffner
4829 Camino Costado
San Clemente, CA 9267



April 14, 2017

Special Default Services, Inc.
17100 Gillette Ave.
Irvine, CA 92614

United States Department of Justice
950 Pennsylvania Avenue, NW
Washington DC 20530-0001

State of California
Department of Justice
Office of the Attorney General
Attn: Public Inquiry Unit
P.O. Box 944255
Sacramento, CA 94244-2550

Attorney General State of Wyoming
Peter K. Michael
2320 Capitol Avenue
Cheyenne, WY 82002

Dear Special Default Services, Inc.,

Please be advised that you have no authority to proceed with a default on my property at above address. Trojan Capital Investments, LLC is a 3rd party purchaser of supposed default debt, and as such has no authority to proceed with any foreclosure proceedings, and hence you have no authority to proceed in this matter. Please send immediate proof of such



debt and true certified copies of deed of trust and its owners names, date of purchase and purchase amount. This notice will also be included with my documents against you and Trojan Capital Investments in Superior Court paperwork, we are filing against scam companies such as yourselves.

FYI, National City Bank was paid in full on this note back in December of 2007 – and the account has been closed! Many other services including Trojan Capital Investments, the 7th purchaser of this illegitimate debt, probably at .02 cents on the dollar have any rights. As I stated this non-existent debt has been sold and resold multiple times.

This letter is to serve notice that this debt is not valid and please immediately remove my name and address from your service. Also, please provide your business license and State of California TIN number. I have reached out to the Department of Justice for the United States of America, the Attorney General for the State of California, and the Attorney General for the State of Wyoming, they are being copied on this letter to you. Please Cease and Desist from any action on this.

Sincerely,

Michael Ruffner

EXHIBIT "E"

STATE OF WASHINGTON
DEPARTMENT OF FINANCIAL INSTITUTIONS
CONSUMER SERVICES DIVISION

IN THE MATTER OF DETERMINING
Whether there has been a violation of the
Consumer Loan Act of Washington by:

NO. C-16-2109-16-TD01

TRINITY FINANCIAL SERVICES, LLC d/b/a
T FINANCIAL SERVICES, LLC,
NMLS # 1266631, and
DON ALLEN MADDEN III, President,
NMLS #1264083

TEMPORARY ORDER TO
CEASE AND DESIST

Respondents.

THE STATE OF WASHINGTON TO: Trinity Financial Services, LLC
Don Allen Madden III

COMES NOW the Acting Director of the Washington State Department of Financial
Institutions (Director), by and through her designee Charles E. Clark, Division Director, Division of
Consumer Services, and finding that the public is likely to be substantially injured by delay in
issuing a cease and desist order, enters this temporary order to cease and desist pursuant to chapter
31.04 RCW, the Consumer Loan Act (Act), based on the following:

I. FACTUAL ALLEGATIONS

1.1 Respondents.

A. **Trinity Financial Services, LLC dba T Financial Services, LLC (Respondent Trinity)** submitted an application to the Department to engage in the business of a consumer
loan company under the Act on or about November 4, 2015. The application is still pending.

B. **Don Madden III (Respondent Madden)** has at all relevant times been president
of Respondent Trinity.

1 **1.2 Enforcement Action.** In their November 4, 2015, license application, Respondents
2 disclosed they had been servicing 17 Washington residential mortgage loans without the license
3 required to do so and provided the Department with a list of those loans. On August 30, 2016,
4 the Department and Respondents entered into Consent Order C-16-1928-16-CO01 to address and
5 resolve the unlicensed residential mortgage loan servicing. In the Consent Order, Respondents
6 agreed they understood that in order to service residential mortgage loans secured by real
7 property located in the state of Washington, they must obtain a consumer loan license in
8 accordance with the Act or qualify for an exemption from licensing as delineated in the Act.
9 Respondent Trinity also agreed to timely respond to any requests by the Department related to
10 the continued processing of its consumer loan license application.
11

12 **1.3 Failure to Comply with Consent Order – License Application.** On or about August
13 30, 2016, the Consumer Services Licensing Unit resumed processing Respondents' consumer
14 loan license application. On or about November 1, 2016, Respondents were requested to update
15 disclosures on NMLS to disclose C-16-1980-16-CO01, but to date Respondents have not
16 updated the disclosure; further delaying the issuance of their license.
17

18 **1.4 Failure to Comply with Consent Order - Unlicensed Residential Mortgage Loan**
19 **Servicing.** On or about December 20, 2016, a Washington State consumer contacted the
20 Department about correspondence that she received from Respondent Trinity. The
21 correspondence was dated December 8, 2016, and related to the collection of payments on the
22 consumer's residential mortgage loan. This loan was not included in the list of loans being
23 serviced by Respondents; indicating that Respondents have taken on the servicing of additional
24 Washington residential mortgage loans without a license to do so.
25

1 **1.5 Risk of Injury to the Public.** Respondents' continued unlicensed activity and failure to
2 comply with C-16-1980-16-CO01 pose an imminent risk of substantial injury to the public.

3 **II. GROUNDS FOR ENTRY OF ORDER**

4 **2.1** Based on the Factual Allegations set forth in Section I above, Respondents are in
5 apparent violation of RCW 31.04.093(2) for failing to comply with an Order issued by the
6 Director.

7 **2.2** Based on the Factual Allegations set forth in Section I above, Respondents are in
8 apparent violation of RCW 31.04.035(1) for servicing residential mortgage loans without first
9 obtaining and maintaining a license in accordance with the Act or qualifying for an exemption to
10 the licensure requirement delineated in RCW 31.04.025.

11 **2.3** Based on the Factual Allegations set forth in Section I above, Respondents are apparent
12 violation of RCW 31.04.027(2) for engaging in any unfair or deceptive practice toward any
13 person by holding themselves out as lawfully permitted to service Washington residential
14 mortgage loans or by failing to disclose they are not licensed to do so..

15 **III. AUTHORITY TO ISSUE TEMPORARY ORDER TO CEASE AND DESIST**

16 **3.1 Authority to Issue Temporary Order to Cease and Desist.** Pursuant to RCW
17 31.04.093(8), the Director may issue a temporary order to cease and desist whenever the Director
18 determines that the public is likely to be substantially injured by delay in issuing a cease and
19 desist order. The order may direct the licensee to discontinue any violation of the Act, to take
20 such affirmative action as is necessary to comply with the Act, and may include a summary
21 suspension of the licensee's license and may order the licensee to immediately cease the conduct
22 of business under the Act. The order becomes effective at the time specified in the order.
23
24
25

IV. DETERMINATION AND ORDER

Based on the above Factual Allegations, Grounds for Entry of Order, and Authority to Issue Temporary Order to Cease and Desist, and pursuant to RCW 31.04.093 and RCW 31.04.165, the Director determines that the public is likely to be substantially injured by delay in issuing a cease and desist order. Therefore, the Director ORDERS that:

4.1 Respondents shall immediately cease and desist from acquiring, assuming, contracting for, or otherwise taking on any additional servicing of residential mortgage loans secured by an interest real property located in Washington State unless and until it obtains and maintains a license in accordance with the Act or qualifies for an exemption to the licensure requirement delineated in RCW 31.04.025.

4.2 Respondents shall immediately provide the Department with a complete list of all Washington residential mortgage loans for which they provide servicing activities as of the date of this Order; including the name of the borrower, the residence address, and the date servicing rights were acquired.

4.3 Respondents shall immediately cease and desist from responding to Licensing requests in an untimely manner.

4.4 This order shall take effect immediately and shall remain in effect unless set aside, limited, or suspended in writing by an authorized court.

NOTICE


PURSUANT TO CHAPTER 31.04 RCW, YOU ARE ENTITLED TO A HEARING TO DETERMINE WHETHER THIS ORDER SHALL BECOME PERMANENT. IF YOU DESIRE A HEARING, THEN YOU MUST RETURN THE ATTACHED APPLICATION FOR ADJUDICATIVE HEARING INCORPORATED HEREIN BY THIS REFERENCE. A

1 HEARING WILL BE HELD WITHIN FOURTEEN (14) DAYS OF RECEIPT OF A
2 REQUEST FOR HEARING UNLESS OTHERWISE SPECIFIED IN CHAPTER 34.05 RCW.
3 FAILURE TO COMPLETE AND RETURN THE APPLICATION FOR ADJUDICATIVE
4 HEARING FORM SO THAT IT IS RECEIVED BY THE DEPARTMENT OF FINANCIAL
5 INSTITUTIONS WITHIN TWENTY (20) DAYS OF THE DATE THAT THIS ORDER WAS
6 SERVED ON YOU WILL CONSTITUTE A DEFAULT AND WILL RESULT IN THE LOSS OF
7 YOUR RIGHT TO A HEARING. SERVICE ON YOU IS DEFINED AS POSTING IN THE U.S.
8 MAIL, POSTAGE PREPAID, TO YOUR LAST KNOWN ADDRESS. BE ADVISED THAT
9 DEFAULT WILL RESULT IN THIS ORDER TO CEASE AND DESIST BECOMING
10 PERMANENT ON THE TWENTY-FIRST (21ST) DAY FOLLOWING SERVICE OF THIS
11 ORDER UPON YOU.
12

13
14 WITHIN TEN DAYS AFTER YOU HAVE BEEN SERVED WITH THIS
15 TEMPORARY ORDER TO CEASE AND DESIST, YOU MAY APPLY TO THE SUPERIOR
16 COURT IN THE COUNTY OF YOUR PRINCIPAL PLACE OF BUSINESS FOR AN
17 INJUNCTION SETTING ASIDE, LIMITING, OR SUSPENDING THIS ORDER PENDING
18 THE COMPLETION OF THE ADMINISTRATIVE PROCEEDINGS PURSUANT TO THIS
19 NOTICE.

20 DATED this 30th day of December 2016.



21
22 
23 CHARLES E. CLARK
24 Director
25 Division of Consumer Services
Department of Financial Institutions

1 Presented by:

2
3
4 AMANDA J. HERNDON
Financial Legal Examiner

5 Approved by:


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7 
8 STEVEN C. SHERMAN
Enforcement Chief

EXHIBIT "F"

Jan.10.2018 10:39 PM

PAGE. 1/ 1



2618 SAN MIGUEL DRIVE, SUITE 316
NEWPORT BEACH CA 92660-5437
Tel: (877) 684-9517 Fax: (855) 560-4922
Hours of Operation: 8:30 AM - 5:30 PM Pacific Time

February 23, 2017

MICHAEL RUFFNER
4829 Camino Costado
San Clemente CA 92673-6414

Account #: 3000000315
Current Creditor Name: TROJAN CAPITAL INVESTMENTS, LLC
Borrower Name: MICHAEL RUFFNER
Account Balance Due As Of 2/12/2017, \$309,286.84

Property Address:
4829 CAMINO COSTADO
SAN CLEMENTE CA 92673

ACCOUNT STATEMENT

Dear MICHAEL RUFFNER :

Please see your current account information below:

ACCOUNT PRINCIPAL
\$172,916.74

ACCRUED INTEREST
\$136,370.10

ACCOUNT BALANCE
\$309,286.84

Monthly Interest Rate: 8.375%

Monthly Payment Amount: \$1,746.22

Your last payment was made on 8/17/2007

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

PLEASE SEE REVERSE SIDE OR SECOND PAGE FOR IMPORTANT NOTICES.

2618 SAN MIGUEL DRIVE, SUITE 316 • NEWPORT BEACH CA 92660-5437 • Tel: (877) 684-9517 • Fax: (855) 560-4922

*** Detach Lower Portion And Return With Payment ***

1579-SFTRFS40-AACCSTAT10-10/06/14

Y1D4852822

2618 San Miguel Drive, Suite 316
Newport Beach CA 92660-5437
ADDRESS SERVICE REQUESTED

Account #: 3000000315
Borrower Name: MICHAEL RUFFNER
Account Balance: \$309,286.84

Phone: (877) 684-9517
Fax: (855) 560-4922



0008120024002107814402073841428-1YA1-Y104852822 1979

1579

MICHAEL RUFFNER
4829 Camino Costado
San Clemente CA 92673-6414



Trojan Capital Investments, LLC
2618 San Miguel Drive, Suite 316
Newport Beach CA 92660-5437

11346576-001579-01-1-A-A

EXHIBIT "G"

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



15.00

2017000287934 8:46 am 07/13/17

143 SC5 N15 F13 3

0.00 0.00 0.00 0.00 6.00 0.00 0.00 0.00

RECORDING REQUESTED BY:

SDS

WHEN RECORDED MAIL TO:

Special Default Services, Inc.
17100 Gillette Ave
Irvine, CA 92614

APN: 678-144-15

TS No: CA01000071-17

TO No: 95311191

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED

注: 本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO

TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP

LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

(The above statement is made pursuant to CA Civil Code Section 2923.3(c)(1). The Summary will be provided to Trustor(s) and/or vested owner(s) only, pursuant to CA Civil Code Section 2923.3(c)(2).)

IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by

paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until approximately 90 days from the date this Notice of Default may be recorded (which date of recording appears on this notice).

This amount is **\$36,473.60** (not including foreclosure fees and costs) as of **July 11, 2017**, and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your Note and Deed of Trust or Mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the Note and Deed of Trust or Mortgage, the Beneficiary or Mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the Beneficiary or Mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the Beneficiary or Mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your Beneficiary or Mortgagee may mutually agree in writing prior to the time the Notice of Sale is posted (which may not be earlier than the end of the three-month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

APN: 678-144-15

TS No: CA01000071-17

TO No: 95311191

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact: **TROJAN CAPITAL INVESTMENTS, LLC c/o Special Default Services, Inc.** located at 17100 Gillette Ave, Irvine, CA 92614 Phone: (949) 225-5945 Ref No: CA01000071-17

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN THAT: Special Default Services, Inc. is the original Trustee, duly appointed Substituted Trustee, or acting as Agent for the Trustee or Beneficiary under a Deed of Trust dated as of September 22, 2006, executed by MICHAEL RUFFNER AND WENDY RUFFNER, HUSBAND AND WIFE AS JOINT TENANTS, as Trustor(s), to secure obligations in favor of NATIONAL CITY BANK the original Beneficiary, recorded September 29, 2006, as Instrument No. 2006000651011, of the official records in the Office of the Recorder of Orange County, California, as more fully described on said Deed of Trust. Including a Note(s) for the sum of \$172,385.00 that the beneficial interest under said Deed of Trust and the obligations secured thereby are presently held by the Beneficiary; that a breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the payment has not been made of:

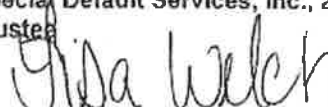
THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON September 22, 2007 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST, ALONG WITH LATE CHARGES, PLUS FORECLOSURE COSTS AND LEGAL FEES, IN ADDITION TO ALL OF THE TERMS AND CONDITIONS AS PER THE DEED OF TRUST, PROMISSORY NOTE AND ALL RELATED LOAN DOCUMENTS.

That by reason thereof, the present Beneficiary under such Deed of Trust, has executed and delivered to Special Default Services, Inc., said Trustee, a written Declaration and Demand for Sale, and has deposited with said duly appointed Trustee, such Deed of Trust and all documents evidencing the obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Where required by law, a declaration pursuant to California Civil Code Section 2923.55 is attached.

Dated: 7/11/2017

Special Default Services, Inc., as Duly Appointed Successor
Trustee


By: Lisa Welch, Trustee Sales Officer

Special Default Services, Inc. may be acting as a debt collector attempting to collect a debt.
Any information obtained may be used for that purpose.

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
6496 Weathers Place, suite 200
San Diego, CA 92121

A true and correct copy of the foregoing document entitled (*specify*): DECLARATION OF DEBTOR MICHAEL RUFFNER IN SUPPORT OF DEBTOR'S OPPOSITION TO MOVANT'S MOTION FOR RELIEF FROM AUTOMATIC STAY

will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) 01/18/18, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Thomas H Casey (TR) msilva@tomcaseylaw.com, thc@trustesolutions.net
- Rafael R Garcia-Salgado rgarcia@bwsllaw.com, bantle@bwsllaw.com, rjr-nef@bwsllaw.com
- Richard J Reynolds rreynolds@bwsllaw.com, psoeffner@bwsllaw.com, tmims@bwsllaw.com, rjrnef@bwsllaw.com, fcabezas@bwsllaw.com; United States Trustee (SA) ustpregion16.sa.ecf@usdoj.gov

☐ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**:

On (date) 1/18/18, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Hon. Erithe Smith
USBC - Santa Ana
411 W. 4th St.
Santa Ana, CA 92701

☐ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

1/18/18
Date

Elizabeth A. Crespo
Printed Name

Elizabeth A. Crespo
Signature